

1/26/09 (8)

035

**Christine Joyce**

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**From:** Matthew Roberts [mroberts@AndersonKreiger.com]  
**Sent:** Friday, January 23, 2009 12:32 PM  
**To:** Steve Ledoux; Christine Joyce  
**Cc:** Ryan D. Pace  
**Subject:** 8 Piper Lane

Steve and Christine:

Per my conversation with Christine this morning, please find the following attached documents regarding 8 Piper Lane:

1. Purchase and Sale Agreement; and
2. Draft Board of Selectmen vote.

Once the Board of Selectmen approves the Purchase and Sale Agreement at its meeting on January 26<sup>th</sup>, Steve should execute four original copies and return them to me at the address below by mail.

Please call or email with any questions regarding this matter. Thank you for your assistance.

Regards,  
Matt

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Matthew R. Roberts

ANDERSON & KREIGER LLP  
One Canal Park, Suite 200  
Cambridge MA 02141  
Phone: 617-621-6537  
Fax: 617-621-6637  
Email to: [mroberts@andersonkreiger.com](mailto:mroberts@andersonkreiger.com)  
[www.andersonkreiger.com](http://www.andersonkreiger.com)

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1/23/2009

**RECORD OF VOTE OF THE ACTON BOARD OF SELECTMEN**  
**January 26, 2009**

At a duly called public meeting of the Acton Board of Selectmen on January 26, 2009, the Board voted as follows with respect to two parcels of real property consisting of a total of 5.87± acres and more particularly described in deeds recorded with the Middlesex South Registry of Deeds in Book 7025, Page 476, Book 7815, Page 238 and Book 7778, Page 502 and shown on Assessor's Map H-3A as Lots 4 and 4-1 (together, the "Property"):

1. To approve the purchase and sale agreement for the purchase of the Property (the "Purchase and Sale Agreement") that was delivered to the Board on January 26, 2009 and to approve the execution of the Purchase and Sale Agreement, as well as any related conveyancing documents, by the Town Manager in order to effectuate the purchase of the Property, which purchase was approved by Article 2 of the April 7, 2008 Annual Town Meeting.
2. To authorize the Town Manager to take all actions on behalf of the Town that are reasonably necessary, in the judgment of the Town Manager, to complete the purchase of the Property by the Town in accordance with the Purchase and Sale Agreement and the applicable Town Meeting vote, including without limitation signing closing forms and documents as well as settlement statements.

TOWN OF ACTON  
By its Board of Selectmen

\_\_\_\_\_  
Lauren Rosenzweig, Chair

\_\_\_\_\_  
Paulina Knibbe, Vice-Chair

\_\_\_\_\_  
Andrew Magee, Clerk

\_\_\_\_\_  
Peter Berry

\_\_\_\_\_  
Terra Friedrichs

DATED: January 26, 2009

## STANDARD FORM PURCHASE &amp; SALE AGREEMENT

From the Office of: Ryan D. Pace, Esq.  
Anderson & Kreiger LLP  
One Canal Park, Suite 200  
Cambridge, MA 02141

- This 26th day of January 2009  
Edythe G. Gaebel of 8 Piper Lane, Acton, MA 01720
- hereinafter called the SELLER, agrees to SELL and  
The Town of Acton  
472 Main Street, Acton, MA 01720  
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth  
the following described premises:
- The land with the buildings thereon located in Acton, Middlesex County, Massachusetts more particularly described  
in deeds recorded in Middlesex South District Registry of Deeds at: (a) Book 7025, Page 476 (as impacted by a deed  
at said Registry at Book 7815, Page 238) and (b) Book 7778, Page 502. Parcel (a) contains 15,665 square feet more or  
less, and parcel (b) contains 5.51 acres more or less. Copies of the deeds referenced herein are attached hereto as Exhibit A.
- Included in the sale as a part of said premises are the buildings, structures, and improvements now  
thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any  
all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window  
shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters,  
heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water  
heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures,  
mantels, outside television antennas, fences, gates, trees, shrubs, plants and, ~~ONLY IF BUILT IN:~~  
refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers  
and  
~~but excluding-~~
- Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or  
to the nominee designated by the BUYER by written notice to the SELLER at least seven  
calendar days before the deed is to be delivered as herein provided, and said deed  
shall convey a good and clear record and marketable title thereto free from encumbrances, except  
a. Provisions of existing building and zoning laws;  
b. Existing rights and obligations in party walls which are not the subject of written agreement;  
c. Such taxes for the then current year as are not due and payable on the date of the  
delivery of such deed;  
d. Any liens for municipal betterments assessed after the date of this agreement; \*  
e. Easements, restrictions and reservations of record, if any, so long as the same do not  
prohibit or materially interfere with the current use of said premises;  
\* are acceptable to the BUYER in the BUYER's  
reasonable discretion.
- If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan  
with the deed in form adequate for recording or registration.
- The agreed purchase price for said premises is \$ 650,000.00  
Six Hundred Fifty Thousand

dollars, of which

\$ 1,000.00 have been paid as a deposit this day and  
\$  
\$ 649,000.00 are to be paid at the time of delivery of the deed in cash, or by  
certified, cashier's check(s),  
wire or conveying attorney's account check  
\$  
\$ 650,000.00 TOTAL

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shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters,  
heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water  
heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures,  
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  - Existing rights and obligations in party walls which are not the subject of written agreement;
  - Such taxes for the then current year as are not due and payable on the date of the  
delivery of such deed;
  - Any liens for municipal betterments assessed after the date of this agreement;
  - Easements, restrictions and reservations of record, if any, so long as the same do not  
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- ~~if~~ \* are acceptable to the BUYER in the BUYER's  
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certified, cashier's check(s),  
wire or conveyancing attorney's account check
- \$ 650,000.00 TOTAL

7. REGISTERED TITLE
- In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises; and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
8. TIME FOR PERFORMANCE, DELIVERY OF DEED  
(fill in)
- Such deed is to be delivered at 10:00 o'clock A. M. on the 9th day of February 20 09 at the Acton Town Hall
- Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION and CONDITION OF PREMISE  
(attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM  
(Change period of time if desired).
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease, and this agreement shall be void without recourse to the parties hereto, unless the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty up to thirty days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- pay over or assign to the BUYER on delivery of the deed all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
  - if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
- and recording
13. ACCEPTANCE OF DEED
- The acceptance of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages only, as soon as possible in accordance with applicable laws and customary conveyancing practices and procedures.

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a. pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or  
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14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages only, as soon as possible in accordance with applicable laws and customary conveyancing practices and procedures.

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15. INSURANCE  
*\*Insert amount (list additional types of insurance and amounts as agreed)*

Until the ~~delivery~~<sup>recording</sup> of the deed, the SELLER shall maintain insurance on said premises as follows:  
Type of Insurance Amount of Coverage  
a. Fire & Extended Coverage \$ full replacement coverage  
b. \$  
c. \$

16. ADJUSTMENTS  
*(list operating expenses, if any, or attach schedule)*

~~Collected rents, mortgage interest. Water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

17. ADJUSTMENT OF  
UNASSESSED AND  
ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained, and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise herein agreed.

18. BROKER'S FEE  
*(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))*

A Broker's fee for professional services of \_\_\_\_\_ is due from the SELLER to \_\_\_\_\_

~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.~~

19. BROKER(S) WARRANTY  
*(fill in name)*

The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts

20. DEPOSIT  
*(fill in name)*

All deposits made hereunder shall be held in escrow by Anderson & Kreiger LLP as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. ~~in the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER~~

21. BUYER'S DEFAULT;  
DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, and this shall be Seller's sole and exclusive remedy both at law and in equity.

22. RELEASE BY  
HUSBAND OR WIFE

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises:

23. BROKER AS PARTY

~~The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing~~

24. LIABILITY OF  
TRUSTEE,  
SHAREHOLDER,  
BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND  
REPRESENTATIONS  
*(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made*

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

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26. CONTINGENCY CLAUSE  
(omit if not provided for  
in Offer to Purchase)

~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ \_\_\_\_\_ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before \_\_\_\_\_, 20\_\_\_\_, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before \_\_\_\_\_.~~  
~~20\_\_\_\_~~

27. CONSTRUCTION  
OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. CARBON MONOXIDE  
DETECTORS

For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 § 26F1/2 or that the Premises are otherwise exempted the Statute.

31. ADDITIONAL  
PROVISIONS

~~The initialed riders, if any, attached hereto, are incorporated herein by reference.~~

See Rider A, Exhibit A, Exhibit B and Exhibit C  
attached hereto and incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT  
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.  
Town of Acton

SELLER: \_\_\_\_\_  
Print Name: Edythe G. Gaebel  
Taxpayer ID/Social Security No. \_\_\_\_\_  
SELLER (or Spouse): \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Taxpayer ID/Social Security No. \_\_\_\_\_

BUYER: \_\_\_\_\_  
Print Name: Steve Ledoux, Town Manager  
Taxpayer ID/Social Security No. \_\_\_\_\_  
BUYER: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Taxpayer ID/Social Security No. \_\_\_\_\_

BROKER(S)



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Taxpayer ID/Social Security No. \_\_\_\_\_

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Print Name: Steve Ledoux, Town Manager

Taxpayer ID/Social Security No. \_\_\_\_\_

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30. CARBON MONOXIDE  
DETECTORS

For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 § 26F1/2 or that the Premises are otherwise exempted the Statute.

31. ADDITIONAL  
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.  
See Rider A, Exhibit A, Exhibit B and Exhibit C  
attached hereto and incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT  
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.  
Town of Acton

SELLER: \_\_\_\_\_  
Print Name: Edythe G. Gaebel  
Taxpayer ID/Social Security No. \_\_\_\_\_  
SELLER (or Spouse): \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Taxpayer ID/Social Security No. \_\_\_\_\_

BUYER: \_\_\_\_\_  
Print Name: Steve Ledoux, Town Manager  
Taxpayer ID/Social Security No. \_\_\_\_\_  
BUYER: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Taxpayer ID/Social Security No. \_\_\_\_\_

BROKER(S)

**RIDER A**  
to  
**PURCHASE AND SALE AGREEMENT**  
Dated: January 26, 2009

BUYER: Town of Acton  
SELLER: Edythe G. Gaebel  
PREMISES: 8 Piper Lane, Acton, Massachusetts

*This document constitutes a rider to said Purchase and Sale Agreement and is executed contemporaneously with said Agreement. In the event of a conflict between the Agreement and this rider, the latter shall control.*

32. After the date hereof, BUYER shall be entitled to access the premises at reasonable times upon reasonable prior written or telephone notice to SELLER to inspect the condition of the premises. Any such access shall be in the presence of SELLER or SELLER's agents, unless otherwise permitted by SELLER, and any inspection performed hereunder shall be non-invasive unless the SELLER consents.
33. SELLER shall deliver the premises at the time of delivery of SELLER's deed in broom clean condition, removing all of the SELLER's possessions therefrom not being transferred to BUYER. SELLER shall maintain the grounds properly, in the same condition as of the time of inspection.
34. SELLER represents that, to the best of SELLER's knowledge, there are no underground fuel storage tanks on the premises (including, without limitation any underground waste oil tank).
35. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this Agreement unless:
  - A. All buildings, structures and improvements, including, but not limited to, any driveways, garages, fences, septic systems and all means of access to the premises, are located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity;
  - B. No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said premises; and
  - C. Title to the premises is insurable at normal title insurance premium rates, for the benefit of BUYER by a nationally-recognized title insurance company upon delivery from SELLER to BUYER of the deed contemplated by this Agreement and upon recordation of such deed, by an

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owner's title insurance policy (on the current ALTA form) insuring fee title in the BUYER free from all exceptions other than those exceptions set forth in paragraph 4 or elsewhere in this Agreement.

36. Simultaneously with delivery of the deed, SELLER shall deliver to BUYER all keys, garage door openers and alarm codes to the premises.
37. SELLER represents to BUYER that, to the best of SELLER's knowledge, SELLER has not installed and has no knowledge of the existence or use of urea formaldehyde foam insulation (UFFI) in or on the premises.
38. SELLER represents to BUYER that SELLER has received no written notice of, nor has SELLER any actual knowledge of, any fire, zoning, building code, pollution or health violations in or on the premises to be conveyed pursuant to this Agreement, nor has SELLER any notice or knowledge of any suits or judgments in relation to the premises. The provisions of this paragraph shall survive delivery of the deed.
39. All notices required or permitted to be given hereunder shall be in writing and delivered in hand or sent by Federal Express or other recognized overnight delivery service, by certified mail, return receipt requested, or by facsimile:

in case of SELLER, to: Mark L. Scheier  
Scheier & Katin P.C.  
103 Great Road  
Acton, MA 01720  
Tel: (978) 264-4655  
Fax: (978) 264-4979

in case of BUYER, to: Ryan D. Pace, Esquire  
Anderson & Kreiger LLP  
One Canal Park, Suite 200  
Cambridge, Massachusetts 02141  
Tel: (617) 621-6528  
Fax: (617) 621-6628

Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, if sent by certified mail, three business days after mailing or if by facsimile, on the same business day.

40. All deposits held pursuant to Paragraph 20 herein shall be held in an FDIC-insured, escrow account as provided in the Escrow Agreement attached hereto as Exhibit B.
41. By executing this Agreement, BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and BUYER and SELLER shall be able to

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42. Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.
43. All appliances and systems shall be in the same operating condition at the time of closing as at the time of BUYER'S inspection of the premises. SELLER shall deliver all outstanding warranties for all appliances, systems and other materials in the premises at the closing. SELLER shall also deliver all instruction manuals that are in SELLER's possession for the appliances and systems in the premises.
44. SELLER shall cooperate with BUYER by executing, acknowledging, swearing to the truth of the contents of and delivering such instruments as may reasonably and customarily be required by BUYER's title insurance company and/or its attorney in conjunction with the closing. As part of this process, SELLER will execute and deliver an affidavit stating that SELLER is not a foreign person as the term is used in Section 1445 of the Internal Revenue Code of 1986, as amended.
45. SELLER represents that, to the best of SELLER's knowledge, SELLER has never generated, treated, stored, released, discarded or disposed of hazardous substances on the premises and, to the best of SELLER's knowledge, SELLER is not aware of the generation, treatment, storage, release, discarding or disposal of such substances on the premises by anyone else. For the purposes of this paragraph, "hazardous substances" shall mean "hazardous substances" as defined in either: (a) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.), as amended, and any regulations adopted pursuant to said Act or (b) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act (M.G.L. c. 21E).
46. In the event the closing date is extended in accordance with paragraph 10 of this Agreement, then such extension shall be for as short a period as is required by SELLER to effect such necessary cure to the title or condition of the premises. SELLER shall use reasonable efforts to deliver the premises as provided herein by the closing date, and SELLER shall not be entitled to invoke an extension of the closing pursuant to paragraph 10 for the failure by SELLER to make conveyance or to deliver the possession of the premises for any reason other than a cause that is beyond SELLER's control. SELLER's monetary obligation to satisfy the above will not exceed Five Thousand (\$5,000.00) Dollars exclusive of sums to discharge voluntary monetary liens.
47. SELLER shall complete the disclosure of beneficial interest form that is attached hereto as Exhibit C as required under Massachusetts General Laws Chapter 7, Section 40J. SELLER shall deliver the completed form with the executed Purchase and Sale

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Agreement so that BUYER may duly file such form with the Division of Capital Asset Management and Maintenance of Massachusetts as required by law.

48. BUYER shall conduct BUYER's home inspection and other due diligence with respect to the premises (other than title research and except as specifically provided otherwise herein) before January 28, 2009. If the results of that inspection and due diligence are unsatisfactory to BUYER, in BUYER's sole discretion, BUYER shall be entitled to terminate this Agreement by written notice to SELLER by 5:00 P.M. on January 30, 2009. Upon any termination as provided above, BUYER shall be entitled to a full refund of BUYER's deposit hereunder and this Agreement shall be null and void and without recourse to the parties hereto.
49. BUYER agrees not to record this Agreement.

**SELLER:**

**BUYER:**

Town of Acton

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Edythe G. Gaebel

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By: Steve Ledoux, Town Manager

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By: Steve Ledoux, Town Manager

Agreement so that BUYER may duly file such form with the Division of Capital Asset Management and Maintenance of Massachusetts as required by law.

48. BUYER shall conduct BUYER's home inspection and other due diligence with respect to the premises (other than title research and except as specifically provided otherwise herein) before January 28, 2009. If the results of that inspection and due diligence are unsatisfactory to BUYER, in BUYER's sole discretion, BUYER shall be entitled to terminate this Agreement by written notice to SELLER by 5:00 P.M. on January 30, 2009. Upon any termination as provided above, BUYER shall be entitled to a full refund of BUYER's deposit hereunder and this Agreement shall be null and void and without recourse to the parties hereto.
49. BUYER agrees not to record this Agreement.

**SELLER:**

**BUYER:**

Town of Acton

\_\_\_\_\_  
Edythe G. Gabel

\_\_\_\_\_  
By: Steve Ledoux, Town Manager

## **EXHIBIT A**

### **DEEDS**

## **EXHIBIT A**

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